

EXHIBIT 127

Excerpts of the Deposition of Brandon Vera

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEVADA

Cung Le, Nathan Quarry, Jon)
Fitch, Brandon Vera, Luis Javier)
Vazquez, and Kyle Kingsbury on)
behalf of themselves and all)
others similarly situated,)

Plaintiffs,)

vs.)

Zuffa, LLC, d/b/a Ultimate)
Fighting Championship and UFC,)

Defendants.)

) Case No. 2:15-cv-
) 01045-RFB-(PAL)

DEPOSITION OF BRANDON VERA

Taken at the Offices of Boies, Schiller & Flexner
300 South 4th Street, Suite 800
Las Vegas, Nevada

On Thursday, February 16, 2017
At 9:11 a.m.

Reported by: Jane V. Efaw, CCR #601, RPR

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1 A. Uh-huh.
 2 Q. Which is in May of 2014.
 3 A. Yes, sir.
 4 Q. And then the next day you got sent a new
 5 contract.
 6 A. Okay.
 7 Q. Which you did not sign. That was in May of
 8 2014. And then you were released in June of 2014.
 9 Is that the correct timeline?
 10 MR. KOFFMAN: Object to the form. He's
 11 already answered this question.
 12 THE WITNESS: Are you asking me is that the
 13 timeline in my understanding, that this is the
 14 timeline?
 15 BY MR. SKAGGS:
 16 Q. Yes.
 17 A. I understand this is the timeline.
 18 Q. And so at the time you were released in June
 19 of 2014, did you still have one fight left on your
 20 last Zuffa contract?
 21 MR. KOFFMAN: Object to the form.
 22 THE WITNESS: I don't know. I don't know.
 23 BY MR. SKAGGS:
 24 Q. All right.
 25 A. I'd have to refer back to my contract when I

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1 fought Ben to see what else is on there.
 2 Q. It's Exhibit 64. So if you go back to
 3 Exhibit 64. So if you go to 682.
 4 A. Okay.
 5 Q. Well, first let's start -- so the last page
 6 of the document shows that you signed this on
 7 December 3rd, 2009. Do you agree?
 8 A. Yes, sir. That's what it shows.
 9 Q. And then if we go back to 682, it says under
 10 section 5.1, "The term is 26 months or six bouts."
 11 Do you see that?
 12 A. Yes, sir.
 13 Q. So if you go to the Sher Dog list. It looks
 14 like -- do you agree that it looks like your first
 15 fight after this contract that was signed was against
 16 Jon Jones?
 17 A. Yes, sir.
 18 Q. And then you had -- did you have a fight
 19 against Thiago Silva after that?
 20 A. Yes, sir.
 21 Q. Did you have a fight against Eliot Marshall
 22 after that?
 23 A. Yes, sir.
 24 Q. Did you have a fight against Mauricio Rua
 25 after that?

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1 A. Yes, sir.
 2 Q. And did you have a fight against Ben
 3 Rothwell after that?
 4 A. Yes, sir.
 5 Q. So is that five fights total?
 6 A. Yes, sir.
 7 Q. And your contract was for six bouts?
 8 A. Yes, sir.
 9 Q. So you would have had one bout left at the
 10 end of the contract when you were released?
 11 A. Yes, sir.
 12 Q. And you said two weeks after you were
 13 released, you started talking to One?
 14 A. About two weeks, yeah.
 15 Q. About two weeks, okay. So that in
 16 Plaintiff's interrogatory responses, quoting from the
 17 interrogatory responses, Part of the scheme involving
 18 fighter intimidation, Zuffa also engaged in the
 19 practice of benching fighters with as little as one
 20 fight left in their promotion and ancillary rights
 21 contracts, providing unfavorable match-ups when the
 22 fighter refused to sign a new contract. I'm
 23 paraphrasing.
 24 Being benched essentially meant that a
 25 fighter would be forced to sit out for a lengthy

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1 period of time prior to being given the last fight on
 2 his or her contract. Then it says, "Zuffa could
 3 essentially use benching as a means to punish
 4 fighters for disobeying or for seeking to negotiate
 5 better terms, or simply to prevent fighters from
 6 fighting for rival promoters or even from negotiating
 7 with rival promoters."
 8 Were you benched in the way that this
 9 response describes?
 10 MR. KOFFMAN: Object to form. That's a
 11 pretty long thing that you just read, and part of
 12 that you said you were paraphrasing. So if you could
 13 show him a copy of that.
 14 MR. SKAGGS: Okay. We can do that.
 15 (Whereupon Defendant's Exhibit 69
 16 was marked for identification.)
 17 BY MR. SKAGGS:
 18 Q. I think we're up to 69. So you've been
 19 handed Exhibit 69. Do you recognize this document?
 20 A. Yes, sir.
 21 Q. Did you help put this together and
 22 provide -- strike that. Did you help provide
 23 information that went into this document?
 24 A. Yes, sir.
 25 Q. If you go to page 33. And the last

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1 paragraph starts on line 20. You can read it over.
 2 I'm going to read it over again into the record,
 3 but --
 4 A. Which line?
 5 Q. Starting with line 20. You're good.
 6 A. Yes, sir.
 7 Q. So were you benched in the way that is
 8 described in this paragraph?
 9 MR. KOFFMAN: Object to form. Calls for a
 10 legal conclusion. You can answer.
 11 BY MR. SKAGGS:
 12 Q. In 2014.
 13 MR. KOFFMAN: Same objection.
 14 THE WITNESS: 2014. It doesn't -- it does
 15 not appear to be.
 16 BY MR. SKAGGS:
 17 Q. And you were, in fact, released with one
 18 fight left on your contract; is that right?
 19 MR. KOFFMAN: Object to form.
 20 THE WITNESS: At that time, yes, sir.
 21 BY MR. SKAGGS:
 22 Q. And very shortly there afterwards, you
 23 started negotiations with another MMA promoter?
 24 A. Yes, sir.
 25 Q. While you were under contract with Zuffa,

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1 were you popular in the United States?
 2 MR. KOFFMAN: Object to the form.
 3 BY MR. SKAGGS:
 4 Q. Do you need to take a break?
 5 A. No, sir. I'm trying to figure out when I
 6 was cut. Sorry. It's really bugging me.
 7 Q. That's okay.
 8 A. I don't need to take a break. Sorry.
 9 Q. You can set that aside. While you were
 10 under contract with Zuffa, were you popular in the
 11 United States?
 12 A. Yes, sir.
 13 Q. And did you have a fan base in the
 14 United States?
 15 A. Yes, sir.
 16 Q. And had you achieved notoriety in the
 17 United States?
 18 A. Yes, sir.
 19 Q. And while you were under contract with
 20 Zuffa, were you popular in any countries other than
 21 the United States?
 22 A. Yes, sir.
 23 Q. Which countries?
 24 A. Southeast Asia.
 25 Q. So that whole area?

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1 A. That region, yes, sir.
 2 Q. Did you have a fan base in southeast Asia?
 3 A. Yes, sir.
 4 Q. Had you achieved notoriety in southeast
 5 Asia?
 6 A. Yes, sir.
 7 Q. Okay. Are you still popular in the
 8 United States?
 9 A. Yes, sir.
 10 Q. And are you still popular in countries other
 11 than the United States?
 12 A. Yes, sir.
 13 MR. KOFFMAN: I know we haven't been going
 14 that long after lunch, but I kind of need a bathroom
 15 break when you're in a good spot.
 16 MR. SKAGGS: We can do it now.
 17 MR. KOFFMAN: Okay.
 18 THE VIDEOGRAPHER: We are going off the
 19 record. The time is approximately 2:17 p.m.
 20 (A brief recess was taken.)
 21 THE VIDEOGRAPHER: We are now back on the
 22 record. The time is approximately 2:32 p.m.
 23 (Whereupon Defendant's Exhibit 70
 24 was marked for identification.)
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1 BY MR. SKAGGS:
 2 Q. Sob you've been handed what's been marked
 3 Exhibit 70. It's an article called "The Controlled
 4 Fury of Brandon Vera," dated October 21st of 2014.
 5 Do you remember this article?
 6 A. I don't, but I'll read it.
 7 Q. Yeah. Just let me know when you're ready.
 8 So do you see that paragraph maybe two-thirds of the
 9 way down? It starts, "When the UFC offered me a
 10 contract extension." Do you see that paragraph?
 11 A. Yes, sir.
 12 Q. It says "When UFC offered me a contract
 13 extension, that was so ridiculous, I said 'hell no.'
 14 I thought that it was like a slap on my face, so they
 15 can take it and shove it wherever you want."
 16 Does that quote refresh your recollection
 17 whether you had received a contract extension from
 18 Zuffa?
 19 MR. KOFFMAN: Object to the form.
 20 THE WITNESS: That doesn't put this contract
 21 in my mind. Reading this, it might have been when
 22 they had a verbal from somebody. I don't know who
 23 the verbal was, but it was half of what I was making,
 24 is what I remember. And then I remember talking to
 25 Dana, the last time I talked to him, he said he would

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CERTIFICATE OF DEPONENT
PAGE LINE CHANGE REASON

* * * * *

I, BRANDON VERA, deponent herein, do hereby
certify and declare the within and foregoing
transcription to be my deposition in said action;
that I have read, corrected and do hereby affix my
signature to said deposition.

BRANDON VERA, Deponent

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REPORTER'S CERTIFICATE
STATE OF NEVADA)
) SS:

COUNTY OF CLARK)

I, Jane V. Efaw, CCR No. 601, do hereby certify:

That I reported the taking of the deposition of
the witness, BRANDON VERA, at the time and place
aforesaid;

That prior to being examined, the witness was by
me duly sworn to testify to the truth, the whole
truth, and nothing but the truth;

That I thereafter transcribed my shorthand notes
into typewriting and that the typewritten transcript
of said deposition is a complete, true and accurate
transcription of said shorthand notes taken down at
said time, and that a request has been made to review
the transcript.

I further certify that I am not a relative or
employee of counsel of any party involved in said
action, nor a relative or employee of the parties
involved in said action, nor a person financially
interested in the action.

Dated at Las Vegas, Nevada, this ____ day of
_____, 2017.

Jane V. Efaw, CCR #601